ing tribal right of occupancy." In *Fowler* v. *Scott*, 64 Wis. 509, the facts and the decision were identical with those of the principal case. However, the question involved seems to be no more than the construction and meaning of Acts of Congress, and other decisions based upon other treaties or Acts of Congress should hardly be controlling.

INJUNCTION—SALESMAN WORKING FOR COMMISSIONS CANNOT ENJOIN STRIKE OF WORKMEN OF THE COMPANY EMPLOYING HIM.—In a suit to enjoin the striking employees of a buggy company, the plaintiff, a salesman whose sole claim of interest was that of possible interference with his commission due to the closing down of the corporation's business, was *held* not to have sufficient interest to sue without joining the buggy company, and his bill was dismissed. *Davis et al.* v. *Henry* (Circuit Court of Appeals, 1920), 266 Fed. 261.

The chief cases which seem to support the contention that a party with a special interest may maintain an equity suit to enjoin a strike without joining the corporation or company affected practically all involve some recognized property interest. In *Fordney* v. *Carter*, 203 Fed. 454, bond-holders are allowed to maintain such a suit, while in *Ex parte Haggarty*, 124 Fed. 441, and *Jennings* v. *United States*, 264 Fed. 399, the trustees of mortgage bonds maintained suits alone to enjoin strikers injuring the corporation, on the basis of injuries to their own interests. A similar case is that of the stockholder of a corporation who may maintain a suit to protect his own interests in a corporation only when the corporation for some reason is not able or willing to maintain suit itself. In such a case equity will go behind the corporate fiction and recognize that the stockholders are the real parties in interest and will protect their rights. See MARSHALL'S PRIVATE CORPORATIONS, Secs. 299, 303. Hence, in the event that the stockholder exhausts all possibilities in trying to get the corporation or the majority of the stockholders to sue, his equitable interest in the corporate property will be given protection. But the principal case is not a suit based upon an equitable or legal interest in the company's property, but is a mere attempt to protect a possible interest in the profits of the corporation. If such an interest should be protected in equity, this would mean that any employee with a possibility of gain or return from the profits of the corporation might enjoin acts that endangered that possibility. No court seems ever to have gone to that length.

INNKEEPER—LIABILITY FOR PROPERTY NOT LOST THROUGH GUEST'S NEGLIGENCE.—The plaintiff, an experienced traveler, entered the defendant's hotel and lunched there. The rooms were all occupied. In expectation that a room would later be vacated so that he could register, he left his grip near the bellboys' bench in the lobby, without calling anybody's attention to it, though there were present attendants to take charge of baggage and though he knew the location of an easily accessible checkroom in the lobby. Here he could have checked his grip without cost or inconvenience. He then departed from the hotel, remaining away for several hours. The grip was

lost. In an action to recover its value, *held,* plaintiff's conduct did not constitute contributory negligence in law. *Swanner* v. *Conner Hotel Co.* (Mo., 1920), 224 S. W. 123.

The court in a quotation from *Read* v. *Amidon,* 41 Vt. 15 (1868), regarding the care required of a guest for his own goods, says: "* * * he is bound to use reasonable care and prudence in respect to their safety, so as not to expose them to unnecessary danger or loss." In the Vermont case above, the lower court directed judgment for the defendant, and this was reversed on the ground that the negligence of the guest was a question for the jury. The court in the principal case says, "The Vermont case is quite similar to the facts of the instant case," but it fails to distinguish between leaving an article of clothing on a bench in a room in an apparently small inn in 1865, where the proprietor is personally in charge, no other accommodations being made for the guest's apparel, and leaving a grip in the lobby of a modern, busy hotel for ten hours without informing anyone of the fact, though attendants were present to take charge of baggage and though the grip was left within twenty feet of an easily accessible free checkroom. The cases cited by the court are not in point: In *Maloney* v. *Bacon,* 33 Mo. App. 501, the question did not deal with negligence, the court holding a trunk *"infra hospitium"* when delivered to the place where trunks were ordinarily received by the hotel and where customary notice of the delivery was given the hotelkeeper. In *Labold* v. *So. Hotel Co.,* 54 Mo. App. 567, the court held it was not negligence for a guest to give his coat to an attendant with apparent authority to care for the same, instead of putting it in the checkroom. The opinion of the dissenting judge represents what would seem the opinion of a "reasonable man." It reads: "If the plaintiff's own evidence does not show him guilty of negligence in exposing his hand-grip to peril without the slightest excuse for so doing, I do not know what he could have done that would be negligence. Plaintiff has no one to blame for his loss except himself and should not be allowed damages."

INSURANCE—BREACH OF CONDITION—CHATTEL MORTGAGE, VOID FOR USURY, SUFFICIENT TO AVOID FIRE POLICY.—Where a fire policy declared that it should be void if the property insured should be incumbered by a chattel mortgage, and the assured gave such a mortgage, which was, however, void for usury, it was *held,* that the mortgage nevertheless avoided the policy. *Lipedes* v. *Liverpool & London & Globe Insurance Co.* (N. Y., 1920), 128 N. E. 160.

The rule that conditions of forfeiture are strictly construed against the party in whose favor they tend to operate is especially applicable to insurance contracts. *Ins. Co.* v. *Vanlue,* 126 Ind. 410; *Downey* v. *Ins. Co.,* 77 W. Va. 386; *Gilchrist* v. *Ins. Co.,* 170 Fed. 279; *Baley* v. *Ins. Co.,* 80 N. Y. 21; 1 COOLEY'S BRIEFS OF THE LAW OF INSURANCE, 633. Such being the attitude of the law, the decision of the principal case is in effect a departure from the beaten track of the decisions—a departure which the majority opinion justifies on the ground that "the moral hazard is the test by which the terms of the policy are to be construed." But an ineffectual incumbrance does not